

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446937

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Grind Media, LLC		08/25/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SLAM Media Inc.		
<b>Street Address:</b>	1091 Boston Post Road		
<b>City:</b>	Rye		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10580		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87318080	SLAM	
<b>Registration Number:</b>	4392611	SLAM	
<b>Registration Number:</b>	1994483	SLAM	
<b>Registration Number:</b>	2967311	SLAM	
<b>Registration Number:</b>	2288824	SLAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9136479057		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	9136479050		
<b>Email:</b>	tmdocketing.burbach@hovewilliams.com		
<b>Correspondent Name:</b>	Cheryl L. Burbach		
<b>Address Line 1:</b>	10801 Mastin Blvd., Suite 1000		
<b>Address Line 4:</b>	Overland Park, KANSAS 66210		
<b>ATTORNEY DOCKET NUMBER:</b>	7251.00000		
<b>NAME OF SUBMITTER:</b>	Cheryl L. Burbach		
<b>SIGNATURE:</b>	/Cheryl L. Burbach/		
<b>DATE SIGNED:</b>	10/12/2017		

CH \$140.00 87318080

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") dated August 25, 2017, by and between SLAM Media Inc., a Delaware corporation ("Assignee") and GRIND MEDIA, LLC, a Delaware limited liability company ("Assignor").

WHEREAS, Assignor, GRIND MEDIA, LLC is a party to and has executed and delivered an Asset Purchase Agreement, dated the date hereof (the "Purchase Agreement"), pursuant to which Assignee has agreed to acquire certain assets, including, without limitation, those trademarks, service marks, and trade names listed in Schedule I hereto (all such trademarks, service marks, and trade names referred to collectively as the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor is the registered owner of the Assigned Marks and hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law rights for which no applications or registrations exist, common law rights that are associated with any pending applications, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with all claims that it might have, at law or in equity, including the right to sue and recover damages, for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

2. Further Assurances.

a. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

b. Assignor grants the attorney of record the power to insert on this Assignment any further identifying information describing the parties or marks listed in Schedule I hereto, that may be necessary or desirable in order to comply with the rules of United States or foreign governments or patent and trademark offices, for recordation of this document.

c. Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with Assignee that the Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the

transfer of all rights, titles, and interests herein conveyed.

3. Miscellaneous. Nothing in this Assignment shall be construed in any way to waive, limit, expand, modify, supersede or otherwise affect the terms and conditions contained in the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by signed by all parties hereto. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment will be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

**ASSIGNEE:**

**SLAM MEDIA INC.**

By 

Name: ~~Scott H. Samberg~~ SAMBERG

Title: President

**ASSIGNOR:**

**GRIND MEDIA, LLC**

By 



Name: SCOTT P. DICKSON

Title: CEO

*[Signature Page to Trademark Assignment]*

**SCHEDULE I**

**ASSIGNED  
TRADEMARKS**

TRADEMARK	CLASS	TM Reg./App. No.	Registration Date	Country
SLAM	25	87/318080		US
SLAM	25	4392611	8/27/2013	US
SLAM	16	1994483	8/20/1996	US
SLAM and Design 	25	2967311	7/12/2005	US
SLAM and Design 	16	2288824	10/26/1999	US